



# Request for Quotation

ARIZONA DEPARTMENT OF COMMERCE

*Our Job is JOBS!*

QUOTATION NO.: Q046-05

PAGE  
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1700 W. Washington, Suite B-32

DUE DATE: May 16, 2005

AT 5:00 P.M. Phoenix  
Local Time

OF  
7

Phoenix, Arizona 85007  
(602) 771-1110

THE TERMS AND CONDITIONS INCLUDED WITH THIS FORM SHOULD BE REVIEWED AND UNDERSTOOD BEFORE PREPARING A QUOTATION. RETURN THE QUOTATION BY FAX OR IN PERSON BY THE ABOVE TIME AND DATE AT THE ABOVE ADDRESS.

**DELIVERY LOCATION:** Arizona Dept. of Commerce

**VENDOR:**

1700 W. Washington, Suite B-32  
Phoenix, Arizona 85007

**AGENCY CONTACT:** Susan Olney, Buyer II

**VENDOR CONTACT:**

**TELEPHONE NUMBER:** (602) 771-1113

**TELEPHONE NUMBER:**

## VENDOR QUOTATION

LINE NO.	COMMODITY DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENDED PRICE
	Monthly price for all market surveys of all brands of regular, mid-grade, and premium unleaded, and diesel fuels in the following specified cities/towns in Arizona.				
1.	Flagstaff	1	Mo		
2.	Kingman	1	Mo		
3.	Show Low	1	Mo		
4.	Yuma	1	Mo		
5.	Sierra Vista	1	Mo		
6.	OR				
	Total of all 5	1	Mo		
	<b>AWARD IS BASED ON WORK AS OUTLINED IN SCOPE OF WORK</b>			<b>TOTAL</b>	

THIS SECTION MUST BE COMPLETED BY VENDOR

DELIVERY CAN BE MADE \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF ORDER.

PAYMENT TERMS: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title



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## OFFER AND ACCEPTANCE

### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name

Federal Employer Identification No.:

Phone:

Fax:

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

## CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization \_\_\_is/\_\_\_is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona  
Awarded this

Day of \_\_\_\_\_ 20 \_\_\_\_

Procurement Manager



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## SCOPE OF WORK SPECIFICATIONS

### 1. GENERAL REQUIREMENTS

Conduct a comprehensive marketplace survey and report a monthly average of retail fuel prices in keeping with the requirements as specified herein. The survey of retail fuel prices shall be conducted on a Friday.

### 2. SPECIFIC REQUIREMENTS

A survey will be conducted to obtain monthly average retail prices for all brands of regular, mid-grade, and premium unleaded, and diesel fuels in specified cities/towns in Arizona. These averages shall include taxes.

2.1 The contractor shall plan, design and conduct a comprehensive marketplace survey in the following cities/towns:

- 2.1.1 Flagstaff
- 2.1.2 Kingman
- 2.1.3 Show Low
- 2.1.4 Yuma
- 2.1.5 Sierra Vista

2.2. At the request of the State, the contractor shall change or modify the format in which the requested data is reported.

2.3 The contractor shall submit the report of the gasoline retail price surveys, formatted in Microsoft Excel, each month by the second Monday following the Friday survey, to the Arizona Department of Commerce, Energy Office, as follows:

- 2.3.1 Electronic copy to the attention of Mark Hope, at email address: [markh@azcommerce.com](mailto:markh@azcommerce.com).
- 2.3.2 Data disk copy mailed to the attention of Evelyn Billings, Arizona Department of Commerce, 1700 W. Washington, Suite 220, Phoenix, AZ 85007.

### 3. PROJECT MANAGEMENT

The contractor shall, within fifteen (15) days after contract award, provide written notification to the Arizona Department of Commerce Procurement Manager the name, title, address, phone and facsimile numbers of the individual designated and authorized to represent the contractor in all matters relative to this award (e.g., correspondence, official notices, requests related to the contractor's performance, or minor modifications to service requirements.)

### 4. INVOICES AND PAYMENT

The contractor shall provide an adequate level of detail to justify payment in accordance with stated contract prices, terms, and conditions. An invoice should be submitted monthly.

- 4.1 Invoices should be sent to: Arizona Department of Commerce, Energy Office, 1700 W. Washington, Suite 220, Phoenix, AZ 85007.
- 4.2 The contractor shall provide the Arizona Department of Commerce Procurement Manager with advance notice of any change, temporary or permanent, of the contractor's designated authorized representative.

### SPECIAL TERMS AND CONDITIONS



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1. **Authority to Contract:** This Contract is issued in accordance with ARS §41-2535 for the Arizona Department of Commerce.
2. **Contract Type:** Firm Fixed Cost.
3. **Pricing:** Pricing for the work described shall be submitted on a lump sum, firm fixed cost all-inclusive basis. The firm fixed cost shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.
4. **PAYMENT:** In accordance with Arizona Revised Statute § 35-342, any agency which purchases or procures goods and services from a nongovernmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the outstanding balance at the rate of ten per cent per annum (as prescribed in § 44-1201) until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.
5. **TAXES:** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes shall be shown separately on any invoice and such sums shall be due and payable to vendor upon delivery. If claiming a tax exemption, State will provide vendor with valid tax exemption certificates. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
6. **Offshore Performance of Work Prohibited**  
Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
7. **TERM OF CONTRACT:** The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year unless canceled, terminated or amount of money spent surpasses the \$50,000 threshold. Contract may be extended by amendment as otherwise provided herein.
8. **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR:** Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
9. **CONTRACT CANCELLATION (10 DAY):** The Department reserves the right to cancel the whole or any art of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The Department shall issue written notice to the contractor for acting or failing to act as in any of the following:
  - 9.1. The contractor provides material that does not meet the specifications of the contract;
  - 9.2. The contractor fails to adequately perform the services set forth in the Scope of Work of the contract.
  - 9.3. The contractor fails to complete the work required or to furnish the materials required within the time stipulated by the contract.



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- 9.4. The contractor fails to make progress in the performance of the contract and/or gives the Department reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- 9.5. Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the Department. Failure on the part of the contractor to adequately address all issues of concern may result in the Department resorting to any single or combination of the following remedies.
- a) Cancel any contract;
  - b) Reserve all rights or claims to damage for breach of any covenant of the contract;
  - c) In case of default, the Department reserves the right to purchase services, or to complete the required work in accordance with the Arizona procurement code. The Department may recover any reasonable excess costs from the contractor by:
    - 1. Deduction from an unpaid balance;
    - 2. Any combination of the above or any other remedies as provided by law.

**10. INCORPORATION BY REFERENCE:** The State hereby incorporates by reference the Uniform Terms and Conditions, and the Uniform Instructions to Offerors. A copy of the text may be found at <http://www.azspo.az.gov/PoliciesDocuments/index.htm>. If the offeror would prefer a hard copy, please contact the State Procurement Office at 100 N. 15<sup>th</sup> Avenue.

**11. INSURANCE:**

**State Employees will be exempt from the Insurance provision.** However, all other Offerors shall have Errors and Omissions, Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract.

Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A): Statutory Arizona benefits;  
Employers Liability (Coverage B): \$ 500,000 each accident;  
\$500,000 each employee/disease;  
\$1,000,000 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

Or

**A Sole Proprietor Waiver** shall be used for contractors who fit this category. This form applies only to State of Arizona Agencies utilizing sole proprietors with no employees. If awarded please request a form for the State Procurement Office. If you are a corporation, limited liability company, partnership or sole proprietors with employees, this form will not apply.

**Business Automobile Liability**, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract. **This requirement may be modified at the**



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**discretion of the State to acknowledge coverage provided by a Family Automobile Liability** or Personal Automobile Liability policy endorsed to cover Business Use under this contract (in lieu of a Business Automobile Liability policy), and provide such policy also insures the vehicle(s) used in performance of this contract (in lieu of “Symbol One”).



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## SPECIAL INSTRUCTIONS TO OFFERORS

1. **LATE QUOTATION:** Late Quotations shall not be considered (see A.R.S. 41-2533, Rule R2-7-317).
2. **WITHDRAWAL OF QUOTATION:** At any time prior to a specified solicitation due time and date a Bidder (or designated representative) may withdraw the Quotation. Facsimiles, telegraphic or Mailgram withdrawals **shall** be considered.
3. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
4. **AWARD OF CONTRACT:**
  - a. Notwithstanding any other provision of the Request For Quotation, the State reserves the right to:
    - (1) Waive any immaterial defect or informality; or
    - (2) Reject any or all quotations, or portions thereof; or
    - (3) Reissue a Request For Quotation.
  - b. A response to a Request For Quotation is an offer to contract with the State based upon the terms, conditions and specifications contained in the State's Request For Quotation. Quotations do not become contracts unless and until an authorized procurement officer accepts them. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the Request For Quotation, unless any of the Terms and Conditions is modified by a contract amendment, or by mutually agreed Terms and Conditions in the contract documents.
5. **COST OF QUOTATION PREPARATION:** The State shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
6. **PUBLIC RECORD:** All quotations submitted in response to this Request For Quotation shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.
7. **OFFEROR'S CONTACT:**
  - 7.1 All questions regarding this Request for Quote, including technical specifications, proposal process, etc., must be directed to the Procurement Manager as indicated on the first page of this document.
8. **DEFINITION OF KEY WORDS USED IN THE RFP:**
  - 8.1. **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
  - 8.2. **Should:** Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
  - 8.3. **May:** Indicates something that is not mandatory but permissible.